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STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

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AMENDMENT TO OIL AND GAS LEASE

Reference is hereby made to that certain Oil and Gas Lease, dated effective **October 20th, 2006**, by and between **RONALD DEAN POPHAM**, whose address is **4428 Cockrell Ave Fort Worth Tx 76133** ("Lessor"), and **Four Sevens Resources Co., LTD Co., LTD**, whose address is **777 Taylor Street, Suite 1090, Fort Worth, TX 76102** ("Lessee"), which was recorded in the Tarrant County Deed Records at Document Number **D207052326** (the "Lease").

WHEREAS, all of the rights, title and interest in the lease were ultimately assigned to and acquired by Chesapeake Exploration, LLC, ("Chesapeake") whose address is 6100 N Western Ave, Oklahoma City, Oklahoma 73118 ("Lessee"); and

WHEREAS, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease and desires to amend the Lease as follows.

WHEREAS, Lessee and Lessor, desire to execute this Amendment to the Lease (the "**Lease Amendment**");

NOW, THEREFORE, Lessee and Lessor, for good and valuable consideration and the covenants and agreements stated herein, hereby amend the terms of the Lease as set forth below:

1. **Paragraph 14** is hereby **added** and is stated by the following Paragraph 14:

"For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease."

2. In the event of a conflict between the terms and provisions of this Lease Amendment and the terms and provisions of the Lease, the terms and conditions of this Lease Amendment shall prevail as to the extent of such conflict.

3. This Lease Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

EXECUTED on the date(s) subscribed to the acknowledgements below, but for all purposes effective as of the Effective Date of the Lease, which is **October 20th, 2006**.

LESSOR

RONALD DEAN POPHAM

By: 

Printed Name: **RONALD DEAN POPHAM**

LESSOR

By: _____

Printed Name: _____

ASSIGNEE:
Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

By: [Signature]
Henry J. Hood, Senior Vice President -
Land and Legal and General Counsel

ASSIGNEE:
TOTAL E&P USA, INC., a Delaware
corporation

By: [Signature]
Print: Eric Bonnin
Vice President, Business Development & Strategy
Title: [Signature]

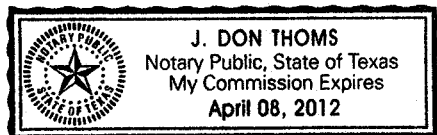
*cc'd
CSM*

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 25th day of August, 2010, by
Ronald Dean Popham.

Given under my hand and seal the day and year last above written.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ___ day of _____, 2010,
by _____.

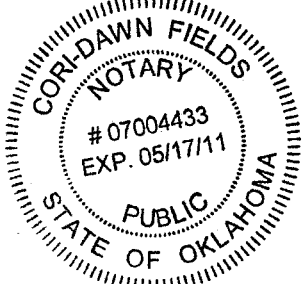
Given under my hand and seal the day and year last above written.

Notary Public, State of Texas

THE STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 25th day of November, 2010, by
Henry J. Hood, as Senior Vice President - Land & Legal & General Counsel
of Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partnership,
LLC, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.

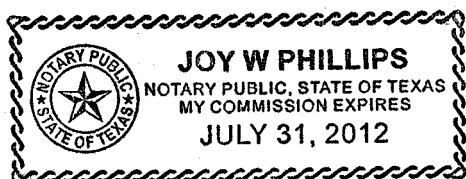


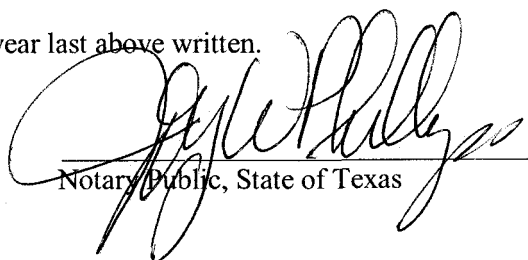
[Signature]
Notary Public, State of Oklahoma

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 15th day of December, 2010, by Eric Bonnin, as Vice President, Business Development & Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.

Given under my hand and seal the day and year last above written.





Notary Public, State of Texas

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PURPLE LAND MANAGEMENT LLC
3880 HULEN ST STE 670
FT WORTH, TX 76107

Submitter: PURPLE LAND MANAGEMENT

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WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/29/2010 8:12 AM

Instrument #: D210319654

LSE

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PGS

\$24.00

By: _____

Suzanne Henderson

D210319654

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL